Registered No. M—1175.

673

The Mysore Gazette.

Vol. 64.] PUBLISHED BY AUTHORITY. [No. 12.

BANGALORE, THURSDAY, MARCH 21, 1929.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Abstract Notification dated 3rd March 1929.

The attention of the public is invited to the sale notification of jungle wood poles published in pages 301 to 302 of the *Mysore Gazette* part VI dated 14th March 1929.

L. P. MASCARENHAS,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 24th February 1929.

The attention of the public is invited to the detailed tender notification dated the 24th February 1929, published on pages 261 to 262 Part VI of the *Mysore Gazette*, dated 7th March 1929, regarding the sale of big and small bamboos of the Forests of Umblebyle and Narasimharajapura Ranges for the calendar year 1929.

SALE OF TIMBER.

Notification dated 11th March 1929.

The undermentioned quantities of old stock of timber will be sold by public auction under the following conditions at the follwing Depots by the District Forest Officer or by any other officer deputed by him for the purpose on the dates noted against each Depot:—

Survey No.	Name of Depot	Description of timber					Date of sale	Remarks
		Matti	Nandi	Hunal	Other kinds	Total		
1	Narasimharajapur Depot ...	4,400	...	350	2,450	4,200	3-4-29	More or less
2	Tadasa Depot ...	2,600	700	950	5,000	9,250	4-4-29	
3	Hebbe Depot ...	7,000	500	500	4,500	9,500	5-4-29	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sale of which the amount exceeds Rs. 500 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the inital deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within the 15th June 1929. The moneys shall be paid into such treasuiry as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification dated 10th March 1929.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the undermentioned taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction in the Court Hall of the Deputy Commissioner's Office at Bangalore on Wednesday, the 3rd April 1929, by the Deputy Commissioner, Bangalore District, with the help of the District Forest Officer of the same District.

N.B.—(1) Such of the District Forest Officers of the other Districts as are deputed by the Chief Conservator of Forests will also be present at the sales.

(2) *Will be sold Firkawar.

(3) If the majority of the bidders present at the sales desire that any other Taluk not marked with asterisk is to be sold firkawar, it will be done so.

The sales of the several Districts and Divisions, will be held in the order in which they are shown below:—

Taluk Comprised.

(1) Mysore District.—
1 Mysore
2 Heggaddevankote
3 Hunsur
4 Yedatore
5 Krishnarajpete
6 Nagamangala
7 Mandya
8 Malvalli
9 Seringapatam
10 French Rocks Sub-Taluk
11 Nanjangud
12 Gundlupet
13 Chamarajanagar
14 T.-Narsipur
15 Periyapatna Sub-Taluk

(2) Bangalore District.—
1 Bangalore
2 Hoskote
3 Devanhalli
4 Dodballapur
5 Kankanhalli
6 Magadi
7 Anekal
8 Channapatna
9 Nelamangala
10 Closepet

(3) Kolar District.—
1 Kolar
2 Mulbagal
3 Chintamani
4 Bagepalli
5 Sidlaghatta
6 Srinivaspur
7 Goribidnur
8 Chikballapur
9 Bowringpet
10 Malur
11 Gudibanda Sub-Taluk

(4) Tumkur District.—
1 Tumkur*
2 Madhugiri*
3 Pavagada*
4 Sira*
5 Chiknayakanhalli*
6 Tiptur*
7 Gubbi*
8 Kunigal*
9 Koratagere
10 Turuvekere Sub-Taluk

(5) Chitaldrug District.—
1 Chitaldrug*
2 Challakere*
3 Jagalur
4 Hiriyur*
5 Holalkere
6 Davangere
7 Molakalmuru*
8 Hosdurga*
9 Harihar Sub-Taluk

(6) Hassan District.—
1 Hassan
2 Channarayapatna
3 Hole-Narsipur
4 Arkalgud
5 Belur
6 Manjarabad
7 Arsikere
8 Alur Sub-Taluk

(7) Kadur Division.—
1 Mudgere
2 Chikmagalur
3 Kadur
4 Koppa

(8) Bhadravati Division.—
1 Tarikere
2 Narasimharajapura Sub-Taluk
3 Channagiri

(9) Shimoga Division.—
1 Shimoga
2 Honnali
3 Tirthahalli
4 Kumsi Sub-Taluk

(10) Sagar Division.—
1 Sagar
2 Sorab
3 Shikarpur
4 Nagar

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N. B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 NOON, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or before		1st November 1929.
2nd	do	do	1st March 1930.
3rd	do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agent or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928 shall be used.

Note.—(2) Unused license and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931 all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequently excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

Notice.

SALE OF MYSORE STATE ELEPHANTS.

The undermentioned elephants recently captured are available for sale offers are called for, from persons desirous of purchasing these elephants. The particulars of elephants are given below:—

No.	Height	Age	Sex	Remarks
1	5′—9″	4 years ...	Male ...	Slightly lame.
4	5′—6″	3 years ...	Do ...	...

N.B.—The elephants can be seen at Diddapur about 13 miles from Chamarajnagar Railway Station where they are stationed.